



FAIRFAX COUNTY
PUBLIC SCHOOLS

AMENDMENT

Department of Financial Services

Office of Procurement Services
8115 Gatehouse Road, Suite 4400
Falls Church, Virginia 22042-1203
Telephone: 571-423-3550

JUL 25 2012

AMENDMENT NO. 5

CONTRACT TITLE: Learning Content Mgmt Systems & Related Service and Support

CONTRACTOR:

Blackboard, Inc.
650 Massachusetts Avenue
Washington, DC 20001-3796

VENDOR CODE:

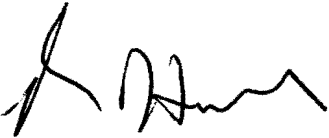
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CONTRACT NO.

4400001675

By mutual agreement, contract 4400001675 is amended to incorporate the Amendment to Exhibit A Specifications for Management Call Center Solution dated 7/19/12.

All other pricing, terms and conditions remain the same.


for Anthony E. Crosby, CPPO
Director

7-25-12
PIL

VOID IF EXECUTED AFTER JULY 27, 2012

**AMENDMENT
TO THE CONTRACT RQ-11-183360-69A INCLUDING THE BLACKBOARD LICENSE AND
SERVICES AGREEMENT DATED JULY 1, 2011 BETWEEN BLACKBOARD INC. AND
FAIRFAX COUNTY PUBLIC SCHOOLS**

This Amendment to the Contract RQ11-183360-69A including the Managed Contact Center Schedule dated July 1, 2011 ("Schedule") between Blackboard, Inc. ("Blackboard") and Fairfax County Public Schools ("Customer") is made as of _____, 2012.

The purpose of this amendment is to renew the Blackboard Student Service (f/k/a Blackboard Managed Contact Center) beginning July 1, 2012 and modify the Service Level expectations. The parties hereby agree to the following terms and conditions:

1. *The Pricing Summary is hereby modified to reflect the Renewal Term fees as follows:*

Fairfax County Public Schools Pricing Summary

Product Name	PS Product ID	Product Description	Qty	Net Price
SS APM ANNUAL ACCOUNT MGMT RENEWAL	SS-AS-APM-ACCT	Account/Project Management - Annual Account Management	1	\$7,500.00
SS SDI PARATURE-DEPT RENEWAL	SS-AS-SDI-PARA-DPT	Service Desk Infrastructure Using Parature (Ticketing System) - By Dept	1	\$7,500.00
SS SDO LMS RENEWAL	SS-AS-SDO-LMS	Service Desk Operations for LMS	1	\$100,000
Total				\$ 115,000

2. *Section 6 of Exhibit A entitled Specifications for Managed Contact Center Solution, is hereby modified to restate the service levels and reflect the estimated monthly support allocations. It is understood and agreed in the event Customer exceeds the estimated monthly support allocations the service levels outlined below shall not apply.*

6. **Strict Service Level Management – Exhibit A Management Call Center Guaranteed Service Levels**

Service Level Guarantee	Criteria for Performance Measurement	Basis of Performance Measurement
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≥ 80%	Percentage of total telephonic contacts answered in three (3) minutes or less	Monthly
≥95%	Percentage of total contacts correctly handled by Service Desk Operations	Monthly
≥ 80%	Percentage of customer service surveys with overall ratings of Satisfied or Very Satisfied	Quarterly

Failure to Perform Against Guaranteed Service Levels

Failure to meet the contracted service level of 80% of calls answered in three minutes or less for the month will result in a 5% credit of the Service Desk Operations fees for that month to Fairfax County Public Schools' next annual invoice.

In conjunction with monthly time to answer results, parties will jointly review and agree incidents deemed to be inappropriately escalated to FCPS. Each incident determined to have been incorrectly escalated that is in excess of 5% of the total calls received during the month will be added to the documented incidents outside of contracted time to answer service levels when computing the achievement of SLA.

If Blackboard exceeds, contracted service levels for three consecutive months following the month for which a 5% credit of the Service Desk Operations fees to Fairfax County Public Schools applies, this shall result in an incentive credit of 5% to Blackboard for sustained performance. Such incentive credits to Blackboard will only be applied to offset existing FCPS credits. In no case shall credits result in any payment to Blackboard by FCPS beyond the annually contracted Service Desk Operations fees.

VOID IF EXECUTED AFTER JULY 27, 2012

Customer satisfaction survey results will be reviewed quarterly. If more than 20% of survey responses' overall ratings are dissatisfied or very dissatisfied, a 5% credit of the quarterly Service Desk Operations fees will be applied to Fairfax County Public Schools' next annual invoice. At the end of the contract year, if overall survey ratings for the contract year meet or exceed 80% of responses with ratings of satisfied or very satisfied, up to one quarter of performance credit to FCPS will be waived. If no quarter ATTACHMENT 1 of the contract year fell below 80% satisfied or very satisfied ratings, no credits will be returned to Blackboard.

The parties hereby agree to the following Estimated Monthly Support Interactions and further understand the Guaranteed Service Levels outlined above shall not apply if Customer exceeds the estimated monthly support allocations:

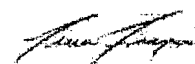
Estimate Monthly Support Allocation

July	320
August	775
September	3950
October	1720
November	770
December	350
January	525
February	475
March	330
April	250
May	225
June	310
Total	10,000

ALL OTHER TERMS AND CONDITIONS REMAIN IN FULL FORCE AND EFFECT

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the date first written above.

BLACKBOARD

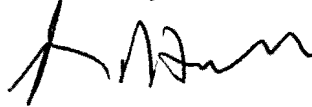


Signature

Tess Frazier, Vice President- Contracts
Print Name and Title

Date: July 19, 2012

Customer: Fairfax County Public Schools



Signature

Ron Hull, COORDINATOR, OPS
Print Name and Title

Date: 7/25/12

Contract 4400001675

Amendment 5

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AEC/rss

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Contractor